

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF 85	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA786-13-R-0225	
6. SOLICITATION ISSUE DATE 07/26/2013		7. FOR SOLICITATION INFORMATION CALL: a. NAME DeSherryl Prather		b. TELEPHONE NO. (No Collect Calls) 540-658-7203		8. OFFER DUE DATE/LOCAL TIME 08/12/2013 2:00PM EDT	
9. ISSUED BY Department of Veterans Affairs National Cemetery Administration Contracting Service (43C1) 75 Barrett Heights Road, Suite 309 Stafford VA 22556				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 327991 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) Y SIZE STANDARD: 500 Employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				15. DELIVER TO M.J. Dolly Cooper SC State Vets Cemetery 140 Inway Drive  Anderson SC 29621			
16. ADMINISTERED BY Department of Veterans Affairs National Cemetery Administration Contracting Service (43C1) 75 Barrett Heights Road, Suite 309 Stafford VA 22556				17a. CONTRACTOR/OFFEROR CODE FACILITY CODE			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center  P.O. Box 149971 Austin TX 78714-9971				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.				20. SCHEDULE OF SUPPLIES/SERVICES			
21. QUANTITY				22. UNIT			
23. UNIT PRICE				24. AMOUNT			
H1 Off-Site Inscription Services on Granite Niche Covers for M. J. Dolly Cooper South Carolina State Veterans Cemetery Anderson, SC 29621				0			
H1, Niche Cover, Granite, Inscription				0			
This procurement is for 100% Small Business				0			
DUNS No.				0			
TAXID NO.				0			
Email:				0			
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DeSherryl Prather CONTRACTING SPECIALIST		31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449

### B.1 Contract Administration and Notice to Prospective Contractors

**1. CONTRACT ADMINISTRATION:** All contract administration matters will be handled by the following individuals:

**a. CONTRACTOR:**

**b. GOVERNMENT:**

Contracting Officer 00786  
Department of Veterans Affairs  
National Cemetery Administration  
Centralized Contracting Division (41D3A)  
75 Barrett Heights Road, Suite 309  
Stafford, VA 22556

**2. CONTRACTOR REMITTANCE ADDRESS:** All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer -  
Other than Central Contractor Registration, or

☐ 52.232-36, Payment by Third Party

### 3. INVOICES:

- a. Invoices shall be submitted in arrears for cumulative work performed no more frequently than weekly within thirty (30) calendar days after the contractor has completed the work and the Government has accepted the items.
- b. Invoices shall be submitted electronically.
- c. Contractors shall not invoice for single orders of a shipment. Shipments will be invoiced for the complete shipment when completed and accepted by the Government.
- d. Required Contents of Invoice: If any information below is missing from an invoice, the invoice shall be subject to being rejected and returned for revision.

- Contractor Information (Name, Complete Address, Telephone Number)
- Date of Invoice
- Unique Invoice Number
- Each invoice may be submitted only once. If the need exists to submit a corrected invoice, the original invoice number should be noted with “COR” added at the end of the invoice number on the revised invoice. Where possible CORRECTED INVOICE shall be clearly noted
- Purchase Order Number (Only one purchase order may be included on each invoice submitted)
- Shipment Number (If there is not enough space on an invoice, an attachment to the invoice shall list the Shipment Number(s) and the Decedent’s Last Name and must match the invoice quantity)
- Decedent’s Last Name (See above)
- Cemetery Name
- Unit Cost
- Total Dollar Amount Invoiced
- Certificate of Conformance
- This certifies that (Contractor’s Name) furnished the above listed supplies or services called for by the above listed purchase order number in accordance with all applicable requirements. We further certify that the supplies or services are the quality specified and conform in all respects with the contract requirements.

**4. GOVERNMENT INVOICE ADDRESS:** All invoices from the contractor shall be sent electronically by following instruction as stated at website: <http://www.fsc.va.gov/einvoice.asp>

**5. SOLICITATIONS:**

Sealed offers for furnishing the supplies or services in the Schedule shall be received at the address specified in Block 9 of SF 1449 until the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN FAR PROVISION 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS, PARAGRAPH b, PRIOR TO THE TIME SPECIFIED IN BLOCK 8 of SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD AND THE INFORMATION SHALL BE FORWARDED TO THE ADDRESS IN BLOCK 9.

**ACKNOWLEDGEMENT OF AMENDMENTS:**

The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO

DATE

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#### **MISSING PAGES**

It is the responsibility of the offeror to examine this solicitation to verify that he or she has received all pages. In addition, in compiling this package, some pages may have been duplicated. If the offeror feels that pages are missing or duplicated, the offeror is encouraged to contact the Contracting Officer at the telephone number shown in Block 7B, Standard Form 1449, Solicitation / Contract / Order for Commercial Items.

#### **TIME OF DELIVERY**

Off-site Inscription Blank Granite Niche Covers at Texas State Veterans Cemetery under this contract shall be completed from October 1, 2013 through September 30, 2014 with four (1) one year options if exercised. Work is to be performed Monday through Friday, 8:00 a.m. – 3:30 p.m., except Federal Holidays and except as defined in Block 8 of the SF 1449.

#### **OFFER ITEMS**

Provide all necessary labor and materials necessary in order to in accordance with all terms, conditions, and specifications contained in this contract.

#### **METHOD OF ISSUING DELIVERY ORDERS**

- (a) All orders to be furnished under this contract shall be ordered using electronic commerce methods by the Contracting Service. Orders shall be transmitted electronically via email to the contractors internet email address.
- (b) Contractor shall be required to maintain an active commercial email account capable of accepting the electronic files(s) and providing the account address to the ordering office. Notification of changes in email addresses must be made to the ordering office within twenty-four hours of the change. In event email account becomes inactive provide facsimile number in order to receive the solicitation.
- (c) Orders transmitted electronically will be considered "issued" when the Government transmits the electronic file to the email address of record provided by the contractor.

#### **ORDER PROCESSING SEQUENCE**

The Department of Veterans Affairs, National Cemetery Administration, Contracting Service, is the only activity authorized to issue orders under this contract.

All offers that fail to furnish required representations and certifications, or fail to submit past performance information or fail to accept the terms and conditions of the solicitation may be excluded from consideration.

**POST AWARD CONFERENCE:**

Prior to commencement of work, contract awardee is required to make an appointment with Contracting Officer's Representative (COR) to assure that all parties understand all contractual obligations and the role that each party serves.

**Government Holidays:**

Holidays observed by the Federal Government:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December

If a holiday falls on Sunday, the following Monday will be observed as the legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a legal holiday by U.S. Government agencies. Also included would be any day specifically declared by the President of the United States of America as a national holiday.

**B.2 SUPPLIES OR SERVICES AND SCHEDULE OF PRICES**

The term of the contract shall be from October 1, 2013 through September 30, 2014 with four (4) option years, if exercised, to extend the terms of the contract through September 30, 2018.

**Base Period:** October 1, 2013 through September 30, 2014

CLIN	DESCRIPTION	EST QTY	UNIT	EST UNIT PRICE	EST TOTAL PRICE
001	H1, Inscriptions of Granite, Niche Covers	65	EA		

**Total Price for Base Period: \$**

**Option Year One:** October 1, 2014 through September 30, 2015

CLIN	DESCRIPTION	EST QTY	UNIT	EST UNIT PRICE	EST TOTAL PRICE
101	H1, Inscriptions of Granite, Niche Covers	69	EA		

**Total Price for Option Year One: \$**

**Option Year Two:** October 1, 2015 through September 30, 2016

CLIN	DESCRIPTION	EST QTY	UNIT	EST UNIT PRICE	EST TOTAL PRICE
201	H1, Inscriptions of Granite, Niche Covers	72	EA		

**Total Price for Option Year Two: \$**

**Option Year Three:** October 1, 2016 through September 30, 2017



CLIN	DESCRIPTION	EST QTY	UNIT	EST UNIT PRICE	EST TOTAL PRICE
301	H1, Inscriptions of Granite, Niche Covers	76	EA		

**Total Price for Option Year Three: \$**

**Option Year Four:** October 1, 2017 through September 30, 2018

CLIN	DESCRIPTION	EST QTY	UNIT	EST UNIT PRICE	EST TOTAL PRICE
401	H1, Inscriptions of Granite, Niche Covers	80	EA		

**Total Price for Option Year Four: \$**

**Total Price for Aggregate Contract: \$**

**(Base Period Plus 4 Option Years)**

## **B.3 STATEMENT OF WORK/SPECIFICATION**

### **1.0 Background**

The Department of Veterans Affairs (VA), National Cemetery Administration (NCA) furnishes headstones, markers and niche covers (monuments) for deceased veterans worldwide. Memorial monuments are also furnished to memorialize veterans whose remains are non-recoverable.

### **2.0 Purpose**

The purpose of this contract is to perform **Off-site Inscription Services** on Government furnished blank **granite niche covers** for M. J. Dolly Cooper South Carolina State Veterans Cemetery.

### **3.0 General**

This contract shall provide all labor, materials, packaging and transportation necessary to perform off-site inscription service at their location on government furnished monuments.

#### **3.1 Government Furnished Property**

The contractor shall be responsible for the security and protection of government furnished property provided to the contractor in connection with this contract. All niche covers that do not meet the specifications following inscription will be considered scrap and the quantity will need to be reported to the cemetery and to MPS. The contractor is responsible for offsite disposal of scrapped niche covers.

#### **3.2 Performance Period**

The contractor shall have **20 calendar days**, excluding federal holidays, as counted from the date following the day an order is sent to the contractor until the monuments are produced and made available to the cemetery.

#### **3.3 Unit Price**

The unit price is all-inclusive and covers the complete inscription ordered, regardless of the total number of lines or characters. The unit price will be the total price paid for each niche cover inscribed by the contractor, FOB Destination to include pickup of blank niche covers from the cemetery and the return of inscribed niche covers.

#### **4.0 Item #1 Description: Niche Covers, Granite, Inscriptions**

##### **4.1 Product Code: H1**

##### **4.2 Required Drawing(s):**

A-NCIS-1, Rev. - , dated 06/05/03, Niche Cover Inscription Scenarios

A-NCIS-2, Rev. - , dated 06/05/03, Niche Cover Inscription Scenarios

A-LFN&OC-1, Rev. A, dated 07/01/13, Letters, Fonts, Numbers, & Other Characters for Stone Niche Covers

A-LFN&OC-2, Rev. A, dated 07/01/13, Letters, Fonts, Numbers, & Other Characters for Stone Niche Covers

A-LFN&OC-3, Rev. A, dated 07/01/13, Letters, Fonts, Numbers, & Other Characters for Stone Niche Covers

## **5.0 Scope of Work**

### **5.1 Contract Period**

This contract covers the period from October 1, 2013 through September 30, 2014 with four (4) 1-year options to extend the term of the contract through September 30, 2018.

### **5.2 Contractor Services**

This service includes all labor and materials necessary to provide and deliver, FOB Destination, inscriptions on government furnished blank granite niche covers. The contractor must provide all labor, equipment, and materials necessary to pickup up government-furnished niche covers and deliver completed covers to the cemetery. **The contractor must use covers provided by the cemetery for the purpose of this contract.**

The contractor is responsible for pick-up and packaging to prevent damage during shipment, palletizing if necessary, handling, and returning niche covers to the cemetery. The cemetery is responsible only for making blank niche covers available to the contractor and is not responsible for packaging the blank niche covers. The contractor must regularly pickup blanks from the cemetery to ensure work is completed within the required performance period. The contractor is not responsible for unwrapping, uncrating, or installing completed niche covers.

The contractor must give the Cemetery Director or his/her designated representative at least 24 hours advanced notice prior to arriving at the cemetery for either picking-up or delivering niche covers.

**Should a contractor have multiple cemetery contracts, it is essential that the blank niche covers inventoried for each cemetery are segregated, and the inventoried stock must be used solely for that cemetery.**

### **5.3 Workmanship**

Inscribed niche covers shall be free from defects due to broken or blown out lettering. Repairs or patching of any such defects are not allowed and will be cause for rejection. Inscribed niche covers shall be free of oils, glue, crayon marks, dirt, adhesives, and dust.

Inscriptions shall be made using an air blast abrasion method with a suitable grit. The inscription shall have a depth consistent with the technical drawing and shall conform to the dimensions of letters and inscriptions as shown on the drawings. The layout of the letters, numbers and emblems shall conform to scenarios in the contract drawings.

Any inscribed niche covers that are delivered broken to the cemetery will be replaced at contractor expense by the contractor and re-delivered to the cemetery within five (5) calendar days from the date that the Memorial Program Service (MPS) notifies the contractor of damaged delivery. The contractor will provide tracking information to [MPSProgSupport@va.gov](mailto:MPSProgSupport@va.gov) on the re-delivery of the inscribed niche covers for the cemetery.

## 5.4 Product

The contractor shall inscribe all information contained on niche cover orders. The contractor's pricing in the Schedule is an all-inclusive price. This all-inclusive price includes all items as shown on drawings listed in Section 3.2. The end or limit of each line shall be indicated on a line-by-line basis as shown on the order. If any deviation from this is encountered, contact the MPS Program Support Unit at [MPSProgSupport@va.gov](mailto:MPSProgSupport@va.gov).

### 5.4.1 Lettering

- Only CAPITAL LETTERS will be used in inscriptions.
- Surname letters must be as shown in line L-1 on drawings. All other inscriptions must conform to line L-4 letters.
- The dimensions and spacing of the letters and numerals must conform to the drawings.
- If a last name cannot be inscribed because its length exceeds usable space on the niche cover, the contractor must use the L-2 size letters for surname. The contractor must consult with the COR before work is begun to request a deviation in the normal size lettering.
- Small capital letters shall be used, if feasible, in accordance with the contract and drawings in regards to the last name in the following manner: e.g., for "c" in McDONALD, "ac" in MacDONALD and "r" in Jr. They shall have the same depth or rise as the larger letters. The size of the lettering (i.e., "c") shall be L-2 when used with L-1 letters (refer to drawings).

### 5.4.2 Emblems

- Emblems as shown on the drawings must be incised on niche covers per the ordered formatting. The emblem's inclusion is considered part of the unit price.
- The size of the emblems shall be two (2) inches at their largest point-to-point measurement inclusive of circle for those emblems encircled.
- Occasionally, requests shall be received for emblems different from those on the approved drawings. These emblems shall be considered by the Government on a case-by-case basis. Upon receiving an order for an emblem that differs from the approved drawings, the Contractor shall present the order to the COR for verification prior to inscribing any such emblem. If approved, the Contractor will be furnished the necessary drawing or illustration. The Contractor shall incise these emblems at no additional cost to the Government.

### 5.4.3 Replacement In-Kind

In-Kind replacements are less than 0.5% of the orders may involve an inscription for an in-kind replacement. The intent is to replicate all or part of a pre existing inscription. In-kind replacements must be provided at no additional cost to the government.

### 5.4.3 Lithichrome Application

Lithichrome shall be applied to inscriptions, unless specific instructions to do

otherwise are provided. Whenever lithichrome **is not** required, "**NO LITHICHROME**" shall be notated in the order. When lithichrome is applied, it shall be N4 or lower as judged against the Munsell Neutral Value Scale, Matte (31-step scale).

## 6.0 Submittal by Potential Offerors

All potential offerors will submit at their expense one (1) granite inscription sample by the closing date of this solicitation. The sample will be used to determine the potential awardees' ability to perform H1 inscriptions.

**All potential offerors who have submitted and received approval notification for a sample of the same monument type within the last 12 months may submit a copy of that approved review with the bid to avoid submitting an additional sample. If a prior approval is submitted in lieu of an actual sample, an electronic copy of such prior approval must be e-mailed to [MPSProgSupport@va.gov](mailto:MPSProgSupport@va.gov) prior to the closing of the solicitation.**

- **Sample Requirements:** One granite inscription sample on a 15-3/4" x 11-1/4" x 3/4" granite niche cover to be inscribed and packaged to prevent any damage during shipping. The sample should conform to government specifications for lettering, spacing, inscription depth and layout. The sample shall be clearly marked on the back with permanent marker to show the following: Contractor name, telephone number, physical & e-mail address, solicitation number and name of cemetery.

The following inscription will be used for this sample submission-refer to drawings for lines, spacing and dimensions, etc.:

**Emblem #43 (Farohar)**

**DIAZ-SALVADOR**

**JAVIER JR**

**2ND LT USAF**

**VIETNAM IRAQ**

**1952 2013**

**MARY J**

**1938 2005**

**WE MISS YOU**

- Failure to meet any of the requirements will result in the rejection of the sample.
- The sample shall establish the minimum acceptable product for all inscriptions under this contract and will be the basis for comparison of all inscription services provided under this contract.

**Sample must be received by Memorial Programs Service (MPS) prior to closing date. If the sample is disapproved by MPS, you will receive notification by the Contracting Officer and you have until the closing date of solicitation to resubmit samples.**

**NO samples will be accepted after closing date.**

Once submitted, samples become the property of the Department of Veterans Affairs and will not be returned. Submit sample and test results to the following address:

Department of Veteran Affairs  
Memorial Programs Service  
Program Support Unit, Rm. 654  
1575 Eye Street, NW  
Washington, DC 20005

- 6.1** Full size copies of drawings are available upon request at no additional charge to potential vendors. The request should be e-mailed to the NCA Memorial Programs Service (MPS) Program Support Unit at [MPSProgSupport@va.gov](mailto:MPSProgSupport@va.gov) and should include the contractor's name, mailing address, phone number, e-mail address and the name and drawing number of the drawing(s) requested. MPS recommends vendors use full size versions for determining work requirements. Once the request is received, the drawings will be mailed directly to the vendors.

Potential vendors should e-mail their request for drawings to MPS with sufficient lead time to allow for mailing and use in preparing the vendor's submittal.

## **7.0 Contract Requirements**

### **7.1 Corrections/Cancellations of Inscription Orders**

Corrections/cancellations shall be forwarded by e-mail to the Contractor only by the MPS Program support Unit and within three (3) calendar days of receipt of the order. The contractor is required to respond to each e-mailed request from the MPS Program Support Unit with one (1) calendar day following receipt of the correction/cancellation notice.

### **7.2 Processing of Orders and Time of Delivery**

Contractors shall provide a single e-mail address for electronically receiving orders. Orders shall be electronically distributed by MPS to the contractor's e-mail address, Monday evening thru Friday evening, excluding federal holidays. Contractors shall manufacture and ship individual orders on a first in/first out basis, except for those items where accelerated delivery is requested. Each order for normal delivery shall be produced in numerical sequence, by shipment number.

### 7.3 Normal Delivery

All inscriptions, with the exception of those identified for accelerated delivery, ordered under this contract shall be completed within **twenty (20) calendar days** following the date the order was sent by MPS.

### 7.4 Accelerated Request (Casualties of War)

When the cemetery director or MPS is made aware of a pending burial request for a U.S. casualty of war, MPS will provide the inscription's format to the contractor. These orders are estimated to be less than 1% of the overall orders for the life of the contract. MPS will provide the inscription to the contractor with not less than **(2) calendar days** advance notification, and advise the contractor when the inscription needs to be completed.

**All inscriptions identified as an accelerated delivery shall be provided at no additional cost to the government.**

### 7.5 Weekly Reports

The contractor shall maintain a written inspection system that documents the quality and timeliness of finished products.

Weekly reports shall be e-mailed to the MPS Unit [MPSProgSupport@va.gov](mailto:MPSProgSupport@va.gov), attention of the designated COR. The reports shall be due to the designated COR by the close of business on Tuesday of each week. Should this day fall on a holiday, the report shall be submitted the day before the holiday.

- Date order received
- Obligation number
- Shipment numbers
- Quantity of items associated with each shipment number
- Date shipped
- Quantity of orders shipped/completed
- Quantity of orders pending
- Estimated ship dates for pending orders
- Number of orders cancelled
- Provide the number of rejected/damaged monuments and the reason for the rejection
- If any order is completed late or projected to be completed beyond the contractually required due date, the contractor must identify the reason(s) for the delinquency, what actions are underway to resolve the tardiness, and the projected future date for completion (projected completion dates which are past the reporting date are unacceptable).
- Identify the on-hand inventory of blanks each week.
- Identify the number of blanks that were scrapped each week (due to blowouts, breakage, change in inscription, inscription error, etc...)

If an order is delinquent at the time that the status report is e-mailed to the MPS Program Support Unit, the contractor is required to provide in the same e-mail with the report, the detailed reasons for the delinquency, what measures the

contractor shall take to handle the specific delinquency and any future delinquencies and the projected date the contractor expects to become current.

## **8.0 Cemetery Requirements**

### **8.1 Pick Up of Government Blanks**

The contractor and cemetery will ensure that **APPENDIX B-TRANSFER OF GOVERNMENT-FURNISHED HEADSTONES, MARKERS OR NICHE COVERS** is completed, signed and dated, and a copy provided to the cemetery when exchanging possession of blanks.

### **8.2 Delivery**

Specific requirements for delivery to the cemetery are as follows:

- Deliver between 8:30 am to 3:30 pm, Monday through Friday.
- Deliveries must be made to a pre determined destination within the cemetery
- The contractor must ensure the palletized niche covers are placed at the rear of the delivery vehicle to ensure the ability of the cemetery personnel to offload the pallet using a forklift

### **8.3 Conduct at the Cemetery**

The following standards and regulations are enforceable under Title 38, U.S. C., Section 218.

- National cemeteries are national shrines; contractor personnel appearance and conduct shall be professional and unobtrusive at all times. All contractor personnel shall wear long pants while on cemetery grounds unless approved in writing by the cemetery director.
- Questions from cemetery visitors shall be politely referred or directed to cemetery personnel.
- Contractor personnel will behave with appropriate decorum, courtesy, and respect while within the cemetery or at its' perimeter or entrances. Shouting, cursing, use of personal radios, angry outbursts, sleeping, intoxication, spitting, unsafe driving of private or company vehicles, and violence or criminal acts of any kind will not be tolerated and are cause for immediate removal from the cemetery and shall jeopardize any future contract or renewal of current contract.
- The contractor will ensure all motor vehicles used in this contract meet State Inspection, safety, licensing, registration and insurance requirements. All contact personnel operating vehicles will have a valid driver's license.
- The contractor shall dispose of all rejected work. Disposal means removed and destroyed so no part of the inscription is legible, removal from cemetery property, and permanently disposed so no part of the monument can be used for any other private or public purpose.

## **9.0 Government Quality Assurance (QA)**

### **9.1 Site Inspections**

Quality assurance (QA) inspections of the contractor's manufacturing facility and of the completed on-site work at the cemetery may be conducted during the contract period by the designated COR of the Memorial Programs Service, Program Support Unit and the designated COR of the cemetery, to assure contract performance. Visits to the contractor and the cemetery will be scheduled at a time so as to ensure inspection of the contractor's production. The government reserves the right to perform quality audit inspections without prior scheduling or notifications to the contractor.



During each QA visit, a complete assessment of the Contractor's operation will be made, to include the following areas:

- Performance of quality inspections in reference to inscription adherence to the technical drawings
- Maintenance of QA records indicating the quality of the inscribed niche covers and,
- Packaging of niche covers to assure compliance with all contractual requirements.

## 9.2 Quality Complaints

The contractor is responsible for the performance of all inspections and quality assurance required by this contract. The contractor shall develop and maintain a written inspection system that documents the quality of all finished products resulting from the inscription of government headstones. The government reserves the right to perform any backup inspections deemed necessary to assure inscribed niche covers are supplied in accordance with the specifications of the contract.

Any complaint(s) or an audit indicating non-compliance with the specifications/contract

may be considered reason for a site inspection and review of the contractor's quality

assurance program. The Government reserves the right to impose 100% government quality inspections for an indefinite period due to quality problems. Indicative, but not all-inclusive, examples are:

- Nonconforming inscriptions
- Inscriptions that passed the contractor's inspection system but fail the Quality Inspection of the designated COR.
- Deficiencies that adversely affect performance of the contract in areas such as:
  - Inspection system
  - Inspection personnel
  - Manufacturing process
  - Production control
  - Planning and scheduling
  - Employee training
  - Safety

The designated COR of the MPS Program Support Unit for the contract shall inform the contractor of the deficiencies during the inspection and will discuss with the contractor what corrective action(s) will be taken.

When issue(s) arise regarding an inscription on a monument not meeting the specifications and the issue(s) cannot be resolved between the Contractor and MPS, the Contracting Officer shall make a final determination as to whether the inscribed monument will be replaced at contractor's or at Government's expense.

## 10.0 Procedures (Administrative and Other)

### 10.1 Government Responsibilities

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, administration of the contract requires coordination between the Government and the Contractor. Contracting Services shall provide, at the time of the contract award, a list of MPS personnel authorized to act as Contracting

Officer Representatives.

- MPS shall e-mail formatted orders on weekdays to a contractor's self designated e-mail address.
- Within two (2) business days, MPS will clarify formatting questions regarding ordered items or advise the contractor as to whether extra time is needed to provide a reply. The contractor must submit questions to [MPSProgSupport@va.gov](mailto:MPSProgSupport@va.gov) in order for MPS to provide guidance regarding questionable circumstances.
- Questions or issues regarding processing of order, which cannot be resolved through submission to [MPSProgSupport@va.gov](mailto:MPSProgSupport@va.gov), will be routed by MPS to the Contracting Officer for resolution.

## **10.2 Contractor Records and Files**

The contractor must maintain records and files of all documents relating to each order under each contract. Said files must minimally contain, manufacturing quality assurance checklists, final inspection and acceptance reports, delivery order numbers, dates completed, date invoiced, and tracking documentation. Said files are in addition to any similar information provided to or by the government and will be available upon request to the designated COR during on-site quality assurance inspections.

## **10.3 Government Headstone, Marker and Niche Cover Drawings**

The Contractor must ensure that copies of all relevant Government-provided drawings for production of headstones/markers/niche covers under each contract are maintained on file and are available to the designated COR, upon request, during on-site quality assurance inspections.

## **10.4 Point of Contact at MPS, Program Support Unit**

E-mail [MPSProgSupport@va.gov](mailto:MPSProgSupport@va.gov)

## **11.0 Cemetery Contact Information**

M. J. Dolly Cooper South Carolina State Veterans Cemetery  
140 Inway Drive, Anderson, SC 29621  
Superintendent: Phone 864 332 8022

**END STATEMENT OF WORK**

**APPENDIX B – TRANSFER OF GOVERNMENT – FURNISHED HEADSTONES****MARKER, OR NICHE COVERS**

I certify that the headstones, markers or niche covers specified below were transferred to the cemetery or VA contractor listed at the bottom.

Name of Cemetery or VA Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Check the appropriate box showing the type of headstone, marker or niche cover being transferred.

Blank Granite or Granite Niche Covers ☐ Quantity: \_\_\_\_\_

Inscribed Granite or Granite Niche Covers ☐ Quantity: \_\_\_\_\_

Blank Granite or Granite Headstones or Markers ☐ Quantity: \_\_\_\_\_

Inscribed Granite or Granite headstones or Markers ☐ Quantity: \_\_\_\_\_

Shipment Number(s) (if applicable): \_\_\_\_\_

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I certify that the headstones, markers or niche covers specified above were received by me and the quantity of items has been verified.

Name of Cemetery or VA Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**B.1 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes . Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies(or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to



officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
  - (3) The clause at 52.212-5.
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The Standard Form 1449.
  - (8) Other documents, exhibits, and attachments
  - (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

## **C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far> <http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.203-3	GRATUITIES	APR 1984

## **C.3 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through September 30, 2011 with two (2) option years if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

## **C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 600;

(2) Any order for a combination of items in excess of 600; or

(3) A series of orders from the same ordering office within 20 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **C.5 52.216-21 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2011.

(End of Clause)

#### **C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of

Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of Clause)

#### **C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed September 30, 2013.

(End of Clause)

<u><b>FAR Number</b></u>	<u><b>Title</b></u>	<u><b>Date</b></u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, APR 1984 EQUIPMENT AND VEGETATION	
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989

#### **C.8 52.247-34 F.O.B. DESTINATION (NOV 1991)**

(a) The term "f.o.b. destination," as used in this clause, means --

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarder for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(End of Clause)

#### **C.9 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

#### **SUPPLEMENTAL INSURANCE REQUIREMENTS**

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

- (a) Workers' compensation and employer's liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) General Liability: \$500,000 per occurrences.

(c) Automobile Liability: \$200,000.00 person; \$500,000.00 per occurrence and \$200,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

#### 52.232-18 AVAILABILITY OF FUNDS APR 1984

#### **C.10 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2011. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2011, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

#### **C.11 VAAR 852.216-70 ESTIMATED QUANTITIES (APR 1984)**

As it is impossible to determine the exact quantities that will be required during the contract term, each bidder whose bid is accepted wholly or in part will be required to deliver all articles or services that may be ordered during the contract term, except as he/she otherwise indicates in his/her bid and except as otherwise provided herein. Bids will be considered if made with the proviso that the total quantities delivered shall not exceed a certain specified quantity. Bids offering less than 75 percent of the estimated requirement or which provide that the Government shall guarantee any definite quantity, will not be considered. The fact that quantities are estimated shall not relieve the contractor from filling all orders placed under this contract to the extent of his/ her obligation. Also, the Department of Veterans Affairs shall not be relieved of its obligation to order from the contractor all articles or services that may, in the judgment of the ordering officer, be needed except that in the public exigency procurement may be made without regard to this contract.

(End of Clause)

#### **C.12 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

### **C.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2011)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☐ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

☐ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

☐ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (9) [Reserved]

☒ (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (14) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (15) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☒ (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ☒ (21) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- ☒ (23) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (24) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (26) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (27) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☐ (28) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (29) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)



☐ (30)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (32)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☒ (33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

☒ (34) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (35)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

☐ (ii) Alternate I (Jan 2004) of 52.225-3.

☒ (iii) Alternate II (Jan 2004) of 52.225-3.

☐ (36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (37) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (40) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (41) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (42) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☒ (43) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (44) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☐ (45) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (46)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☒ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☒ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

#### **C.14 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)**

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired--

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

(End of Clause)

## **C.15 52.233-1 DISPUTES (JUL 2002)**

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or related to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the ACT, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of Clause)

#### **C.16 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of Clause)

#### **C.17 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)**

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of

the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

(End of Clause)

#### **C.18 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)**

(a) *Definition.* "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects of nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of Clause)

#### **C.19 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)**

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.

(d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of Clause)

#### **C.20 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

#### **C.21 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.



(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

## **C.22 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Maine. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

## SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

### SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

List of Attachments	Pages
Attachment (A) –Business Management Questionnaire.....	2 pages
Attachment (B) – Drawings – FOR A COPY OF THE DRAWINGS CONTACT MPS <a href="mailto:MPSProgSupport@va.gov">(MPSProgSupport@va.gov)</a>	
Attachment (C) – Wage Determination No. 2005-2479, Revision No. 17 Date of Revision 06/19/2013	10 pages
Attachment (D) – Completion of Inscription Service(s)	1 page
Attachment (E) – Transfer of Government-Furnished Headstones, Markers, or Niche Covers	1 page

## D.1 ATTACHMENT (A) BUSINESS MANAGEMENT QUESTIONNAIRE

**INSTRUCTIONS:** Offerors must identify previous federal, state, and local government and private contracts that they have completed and that are similar to the contract being evaluated. Offerors must list at least three (3) within the past three years for evaluation. (One contract reference per form, Form may be duplicated)

NOTE: If you have performed any National Cemetery Administration contracts list them first.

Contract Number: \_\_\_\_\_

Contractor (Name, Address, Zip Code & Telephone# & email address):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Type of Contract: \_\_\_\_\_

Contract Dollar Value: \_\_\_\_\_

Date of Award: \_\_\_\_\_

(If not completed, provide status):

Type/Extent of Subcontracting:

Complexity of Product/Service:

Percentage of Work completed by your company:

Description of supply/Service(s) provided, location & relevancy of work:

Address, Telephone Number& E-mail of the Contract Person & their position:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_


Point of Contact: \_\_\_\_\_


Telephone: \_\_\_\_\_

## D.2 ATTACHMENT (B) Drawings

Drawings – FOR A COPY OF THE DRAWINGS CONTACT MPS at: [MPSProgSupport@va.gov](mailto:MPSProgSupport@va.gov)


### FIVE (5) DRAWINGS ATTACHED

  
A-NCIS-1%20Model  
%20%281%29\_P1.p

  
A-NCIS-2%20Model  
%20%281%29\_P1%

  
A-LFN&OC-1\_Rev-B\_

  
A-LFN&OC-2\_Rev-B\_

  
A-LFN&OC-3\_Rev-B\_  
eff 10-1-2013.pdf

**D.3 ATTACHMENT (C) Wage Determination**

WD 05-2479 (Rev.-17) was first posted on www.wdol.gov on 06/25/2013

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski Division of  
Director Wage Determinations

Wage Determination No.: 2005-2479  
Revision No.: 17  
Date Of Revision: 06/19/2013

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State: South Carolina

Area: South Carolina Counties of Abbeville, Anderson, Cherokee, Greenville,  
Greenwood, Laurens, Oconee, Pickens, Spartanburg, Union

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.84
01012 - Accounting Clerk II		14.41
01013 - Accounting Clerk III		16.63
01020 - Administrative Assistant		21.26
01040 - Court Reporter		18.89
01051 - Data Entry Operator I		11.90
01052 - Data Entry Operator II		12.98
01060 - Dispatcher, Motor Vehicle		18.84
01070 - Document Preparation Clerk		13.63
01090 - Duplicating Machine Operator		13.63
01111 - General Clerk I		12.45
01112 - General Clerk II		13.58
01113 - General Clerk III		15.25
01120 - Housing Referral Assistant		18.67
01141 - Messenger Courier		10.76
01191 - Order Clerk I		13.55
01192 - Order Clerk II		15.36
01261 - Personnel Assistant (Employment) I		15.00
01262 - Personnel Assistant (Employment) II		18.46
01263 - Personnel Assistant (Employment) III		19.90
01270 - Production Control Clerk		19.90
01280 - Receptionist		12.65
01290 - Rental Clerk		14.34
01300 - Scheduler, Maintenance		14.97
01311 - Secretary I		14.97
01312 - Secretary II		16.74
01313 - Secretary III		18.67
01320 - Service Order Dispatcher		15.40
01410 - Supply Technician		21.26
01420 - Survey Worker		17.81
01531 - Travel Clerk I		12.07
01532 - Travel Clerk II		12.84
01533 - Travel Clerk III		13.66
01611 - Word Processor I		13.20
01612 - Word Processor II		14.34
01613 - Word Processor III		16.22
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		20.12
05010 - Automotive Electrician		15.51

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05040 - Automotive Glass Installer	16.09
05070 - Automotive Worker	14.59
05110 - Mobile Equipment Servicer	12.68
05130 - Motor Equipment Metal Mechanic	16.42
05160 - Motor Equipment Metal Worker	14.59
05190 - Motor Vehicle Mechanic	16.42
05220 - Motor Vehicle Mechanic Helper	11.75
05250 - Motor Vehicle Upholstery Worker	13.63
05280 - Motor Vehicle Wrecker	14.59
05310 - Painter, Automotive	15.51
05340 - Radiator Repair Specialist	14.59
05370 - Tire Repairer	11.57
05400 - Transmission Repair Specialist	16.42
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.56
07041 - Cook I	9.50
07042 - Cook II	10.96
07070 - Dishwasher	8.07
07130 - Food Service Worker	8.57
07210 - Meat Cutter	12.94
07260 - Waiter/Waitress	8.04
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.22
09040 - Furniture Handler	10.69
09080 - Furniture Refinisher	16.82
09090 - Furniture Refinisher Helper	12.71
09110 - Furniture Repairer, Minor	14.73
09130 - Upholsterer	16.82
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.41
11060 - Elevator Operator	8.69
11090 - Gardener	13.51
11122 - Housekeeping Aide	8.69
11150 - Janitor	8.69
11210 - Laborer, Grounds Maintenance	10.74
11240 - Maid or Houseman	8.65
11260 - Pruner	9.70
11270 - Tractor Operator	12.77
11330 - Trail Maintenance Worker	10.74
11360 - Window Cleaner	9.61
12000 - Health Occupations	
12010 - Ambulance Driver	15.36
12011 - Breath Alcohol Technician	16.61
12012 - Certified Occupational Therapist Assistant	20.21
12015 - Certified Physical Therapist Assistant	21.60
12020 - Dental Assistant	14.42
12025 - Dental Hygienist	28.73
12030 - EKG Technician	23.29
12035 - Electroneurodiagnostic Technologist	23.29
12040 - Emergency Medical Technician	15.36
12071 - Licensed Practical Nurse I	15.42
12072 - Licensed Practical Nurse II	17.25
12073 - Licensed Practical Nurse III	19.23
12100 - Medical Assistant	13.85
12130 - Medical Laboratory Technician	16.26
12160 - Medical Record Clerk	12.58
12190 - Medical Record Technician	14.08
12195 - Medical Transcriptionist	14.81
12210 - Nuclear Medicine Technologist	34.18
12221 - Nursing Assistant I	9.68
12222 - Nursing Assistant II	10.89
12223 - Nursing Assistant III	11.88
12224 - Nursing Assistant IV	13.33
12235 - Optical Dispenser	14.15
12236 - Optical Technician	14.26
12250 - Pharmacy Technician	14.75
12280 - Phlebotomist	13.33

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12305 - Radiologic Technologist	22.90
12311 - Registered Nurse I	25.94
12312 - Registered Nurse II	28.51
12313 - Registered Nurse II, Specialist	28.51
12314 - Registered Nurse III	34.49
12315 - Registered Nurse III, Anesthetist	34.49
12316 - Registered Nurse IV	41.33
12317 - Scheduler (Drug and Alcohol Testing)	20.58
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.72
13012 - Exhibits Specialist II	21.83
13013 - Exhibits Specialist III	27.86
13041 - Illustrator I	18.72
13042 - Illustrator II	21.83
13043 - Illustrator III	28.27
13047 - Librarian	25.61
13050 - Library Aide/Clerk	10.64
13054 - Library Information Technology Systems Administrator	23.12
13058 - Library Technician	13.34
13061 - Media Specialist I	16.16
13062 - Media Specialist II	18.06
13063 - Media Specialist III	20.15
13071 - Photographer I	16.27
13072 - Photographer II	18.20
13073 - Photographer III	22.00
13074 - Photographer IV	26.91
13075 - Photographer V	32.35
13110 - Video Teleconference Technician	15.76
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.10
14042 - Computer Operator II	18.01
14043 - Computer Operator III	20.08
14044 - Computer Operator IV	22.32
14045 - Computer Operator V	24.70
14071 - Computer Programmer I	20.71
14072 - Computer Programmer II	25.66
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.10
14160 - Personal Computer Support Technician	22.32
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.10
15020 - Aircrew Training Devices Instructor (Rated)	34.00
15030 - Air Crew Training Devices Instructor (Pilot)	40.74
15050 - Computer Based Training Specialist / Instructor	28.10
15060 - Educational Technologist	29.29
15070 - Flight Instructor (Pilot)	40.74
15080 - Graphic Artist	20.53
15090 - Technical Instructor	21.14
15095 - Technical Instructor/Course Developer	25.86
15110 - Test Proctor	17.05
15120 - Tutor	17.05
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.76
16030 - Counter Attendant	8.76
16040 - Dry Cleaner	10.80
16070 - Finisher, Flatwork, Machine	8.76
16090 - Presser, Hand	8.76
16110 - Presser, Machine, Drycleaning	8.76
16130 - Presser, Machine, Shirts	8.76
16160 - Presser, Machine, Wearing Apparel, Laundry	8.76
16190 - Sewing Machine Operator	11.39
16220 - Tailor	12.13

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16250 - Washer, Machine	9.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.63
19040 - Tool And Die Maker	21.79
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.75
21030 - Material Coordinator	19.18
21040 - Material Expediter	19.18
21050 - Material Handling Laborer	13.16
21071 - Order Filler	12.76
21080 - Production Line Worker (Food Processing)	14.75
21110 - Shipping Packer	13.84
21130 - Shipping/Receiving Clerk	13.84
21140 - Store Worker I	10.57
21150 - Stock Clerk	14.26
21210 - Tools And Parts Attendant	14.75
21410 - Warehouse Specialist	14.75
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.01
23021 - Aircraft Mechanic I	21.73
23022 - Aircraft Mechanic II	23.01
23023 - Aircraft Mechanic III	24.21
23040 - Aircraft Mechanic Helper	15.72
23050 - Aircraft, Painter	20.17
23060 - Aircraft Servicer	18.21
23080 - Aircraft Worker	19.52
23110 - Appliance Mechanic	16.21
23120 - Bicycle Repairer	10.52
23125 - Cable Splicer	23.39
23130 - Carpenter, Maintenance	15.24
23140 - Carpet Layer	16.36
23160 - Electrician, Maintenance	18.33
23181 - Electronics Technician Maintenance I	21.80
23182 - Electronics Technician Maintenance II	23.22
23183 - Electronics Technician Maintenance III	24.54
23260 - Fabric Worker	16.16
23290 - Fire Alarm System Mechanic	16.22
23310 - Fire Extinguisher Repairer	13.98
23311 - Fuel Distribution System Mechanic	24.22
23312 - Fuel Distribution System Operator	17.52
23370 - General Maintenance Worker	17.56
23380 - Ground Support Equipment Mechanic	21.73
23381 - Ground Support Equipment Servicer	18.21
23382 - Ground Support Equipment Worker	19.52
23391 - Gunsmith I	13.98
23392 - Gunsmith II	16.08
23393 - Gunsmith III	18.10
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.68
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.78
23430 - Heavy Equipment Mechanic	18.76
23440 - Heavy Equipment Operator	16.38
23460 - Instrument Mechanic	18.10
23465 - Laboratory/Shelter Mechanic	17.13
23470 - Laborer	12.74
23510 - Locksmith	17.13
23530 - Machinery Maintenance Mechanic	20.59
23550 - Machinist, Maintenance	22.13
23580 - Maintenance Trades Helper	11.77
23591 - Metrology Technician I	18.10
23592 - Metrology Technician II	19.17
23593 - Metrology Technician III	20.97
23640 - Millwright	21.07
23710 - Office Appliance Repairer	19.18
23760 - Painter, Maintenance	14.32
23790 - Pipefitter, Maintenance	17.53



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23810 - Plumber, Maintenance	16.87
23820 - Pneudraulic Systems Mechanic	18.10
23850 - Rigger	18.10
23870 - Scale Mechanic	16.06
23890 - Sheet-Metal Worker, Maintenance	16.26
23910 - Small Engine Mechanic	14.78
23931 - Telecommunications Mechanic I	22.42
23932 - Telecommunications Mechanic II	23.74
23950 - Telephone Lineman	18.05
23960 - Welder, Combination, Maintenance	19.57
23965 - Well Driller	18.10
23970 - Woodcraft Worker	18.10
23980 - Woodworker	12.77
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.05
24580 - Child Care Center Clerk	13.81
24610 - Chore Aide	8.91
24620 - Family Readiness And Support Services Coordinator	14.86
24630 - Homemaker	16.03
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.24
25040 - Sewage Plant Operator	19.26
25070 - Stationary Engineer	21.24
25190 - Ventilation Equipment Tender	15.19
25210 - Water Treatment Plant Operator	19.26
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.36
27007 - Baggage Inspector	11.94
27008 - Corrections Officer	15.64
27010 - Court Security Officer	16.48
27030 - Detection Dog Handler	13.99
27040 - Detention Officer	15.64
27070 - Firefighter	16.19
27101 - Guard I	11.53
27102 - Guard II	13.99
27131 - Police Officer I	17.59
27132 - Police Officer II	19.54
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	8.97
28042 - Carnival Equipment Repairer	9.65
28043 - Carnival Equipment Worker	8.72
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	12.11
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	16.86
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	13.59
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.11
29020 - Hatch Tender	17.11
29030 - Line Handler	17.11
29041 - Stevedore I	15.97
29042 - Stevedore II	18.23
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.71
30022 - Archeological Technician II	19.82
30023 - Archeological Technician III	23.24
30030 - Cartographic Technician	23.24
30040 - Civil Engineering Technician	23.24
30061 - Drafter/CAD Operator I	17.71
30062 - Drafter/CAD Operator II	19.82
30063 - Drafter/CAD Operator III	22.09

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30064 - Drafter/CAD Operator IV	25.73
30081 - Engineering Technician I	16.38
30082 - Engineering Technician II	18.44
30083 - Engineering Technician III	21.58
30084 - Engineering Technician IV	26.40
30085 - Engineering Technician V	32.31
30086 - Engineering Technician VI	39.07
30090 - Environmental Technician	21.49
30210 - Laboratory Technician	20.73
30240 - Mathematical Technician	23.24
30361 - Paralegal/Legal Assistant I	17.74
30362 - Paralegal/Legal Assistant II	21.98
30363 - Paralegal/Legal Assistant III	26.89
30364 - Paralegal/Legal Assistant IV	32.53
30390 - Photo-Optics Technician	23.24
30461 - Technical Writer I	21.45
30462 - Technical Writer II	25.39
30463 - Technical Writer III	29.19
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.09
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.24
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.39
31030 - Bus Driver	11.57
31043 - Driver Courier	13.66
31260 - Parking and Lot Attendant	8.72
31290 - Shuttle Bus Driver	15.03
31310 - Taxi Driver	10.05
31361 - Truckdriver, Light	15.03
31362 - Truckdriver, Medium	16.70
31363 - Truckdriver, Heavy	19.23
31364 - Truckdriver, Tractor-Trailer	19.23
99000 - Miscellaneous Occupations	
99030 - Cashier	8.51
99050 - Desk Clerk	9.64
99095 - Embalmer	26.17
99251 - Laboratory Animal Caretaker I	11.21
99252 - Laboratory Animal Caretaker II	12.31
99310 - Mortician	26.17
99410 - Pest Controller	13.93
99510 - Photofinishing Worker	13.01
99710 - Recycling Laborer	11.98
99711 - Recycling Specialist	14.25
99730 - Refuse Collector	10.83
99810 - Sales Clerk	11.26
99820 - School Crossing Guard	11.78
99830 - Survey Party Chief	19.39
99831 - Surveying Aide	12.85
99832 - Surveying Technician	17.62
99840 - Vending Machine Attendant	11.74
99841 - Vending Machine Repairer	14.56
99842 - Vending Machine Repairer Helper	11.74

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

D.4 ATTACHMENT (D) INSCRIPTION COMPLETION

COMPLETION OF INSCRIPTION SERVICE(S)

I certify that the inscriptions have been completed on the headstones, markers, or niche covers identified below.

Name of Contractor: \_\_\_\_\_

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

Check the appropriate box showing the type of headstone, marker or niche cover inscription completed.

Inscribed Marble/Granite Niche Covers ☐ Quantity: \_\_\_\_\_

Inscribed Marble/Granite Headstones or Markers ☐ Quantity: \_\_\_\_\_

Shipment Number (s) (if applicable):

=====

I certify that the headstones, markers, or niche covers identified above were received by me and the quantity of items has been verified.

Name of Cemetery:\_\_\_\_\_

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

**D.5 ATTACHMENT (E) TRANSFER**  
**NCA HANDBOOK**

**AUGUST 14, 2009**

**TRANSFER OF GOVERNMENT-FURNISHED HEADSTONES, MARKERS, OR NICHE COVERS**

I certify that the headstones, markers, or niche covers specified below were transferred to the cemetery or VA contractor listed at the bottom.

Name of Cemetery or VA Contractor: \_\_\_\_\_

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

Check the appropriate box showing the type of headstone, marker or niche cover being transferred.

Blank Marble or Granite Niche Covers ☐ Quantity: \_\_\_\_\_

Inscribed Marble or Granite Niche Covers ☐ Quantity: \_\_\_\_\_

Blank Marble or Granite Headstones or Markers ☐ Quantity: \_\_\_\_\_

Inscribed Marble or Granite Headstones or Markers ☐ Quantity: \_\_\_\_\_

Shipment Number(s) (if applicable):

=====

I certify that the headstones, markers, or niche covers specified above were received by me and the quantity of items has been verified.

Name of Cemetery or VA Contractor:\_\_\_\_\_

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

## **SECTION E - SOLICITATION PROVISIONS**

### **E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)**

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;



(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW, Washington, DC 20407

Telephone (202) 619-8925 Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

#### **ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS**

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

### **E.2 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a (Firm Fixed Price, Requirements) contract resulting from this solicitation.

(End of Provision)

### **E.3 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

### **E.4 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

#### **Hand-Carried Address:**

DeSherryl Prather

Department of Veterans Affairs  
National Cemetery Administration  
Contracting Services (43C1)  
75 Barrett Heights Road, Suite 309  
Stafford, VA 22556

**Mailing Address:**

Department of Veterans Affairs  
National Cemetery Administration  
Contracting Services (43C1)  
75 Barrett Heights Road, Suite 309  
Stafford, VA 22556

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

**E.5 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)**

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the A-A-30194, COMMERCIAL ITEM DESCRIPTION, OFF-SITE INSCRIPTION SERVICES ON MARBLE NICHE COVERS. The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

**E.6 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered (Lowest price technically acceptable, FAR 15.305). The following factors in descending order shall be used to evaluate offers:

1. Price: Include sufficient information to show price submitted is comparable to or less than published catalog prices.
2. Technical Qualifications:
  - a. Qualification of Technical Personnel (training, experience, certifications).
  - b. Granite (pass/fail)
3. Past Performance:
  - a. Provide at least three (3) references to include same or similar work to the Government requirement –  
See Business Management Questionnaire.
  - b. Provide relative experience of company in performing same or similar work

**Past Performance will serve as a tie breaker if prices are the same.**

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

## **E.7 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

(a) Any protest filed by an interested party shall:

(1) Include the name, address, fax number, and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## **E.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

## **E.9 852.270-1 Representatives of Contracting Officers.**

As prescribed in [801.603-70\(d\)](#), insert the following provision:

### **REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

## **E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (MAY 2011)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision--



"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture:\_\_\_\_\_. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:



Line Item No	Country of Origin
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

\_\_\_\_\_

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
-------	-------

_____	_____
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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

_____
_____

[List as necessary]

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain,

or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);



☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations--(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

## **E.11 52.225-25 -- Prohibition on Engaging in Sanctioned Activities Relating to Iran-- Certification.**

As prescribed at [25.1103\(e\)](#), insert the following provision:

### **Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification (Sep 2010)**

(a) *Definition.*

Person--

(1) Means--

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAR 25.703-2(d), by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) Exception for trade agreements. The certification requirement of paragraph (b) of this provision does not apply if--

- (1) This solicitation includes a trade agreements certification (e.g., 52.225-4, 52.225-11 or comparable agency provision); and
- (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

**E. 12 52.209-5 -- Certification Regarding Responsibility Matters.**

As prescribed in [9.104-7](#)(a), insert the following provision:

**Certification Regarding Responsibility Matters (Apr 2010)**

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

- (i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and

information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)